



PERIODIC REVIEW

**Hilton Hotel Parking Garage
Facility Site ID#: 56642815**

**1305 6th Avenue,
Seattle, Washington**

Northwest Region Office

TOXICS CLEANUP PROGRAM

February 2010

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1.0 INTRODUCTION

This document is a review by the Washington State Department of Ecology (Ecology) of post-cleanup site conditions and monitoring data to ensure that human health and the environment are being protected at the Hilton Hotel Parking Garage (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA) regulations, Chapter 173-340 Washington Administrative Code (WAC).

Cleanup activities at this Site were completed under the Voluntary Cleanup Program (VCP). The cleanup actions resulted in concentrations of petroleum hydrocarbons remaining at the Site which exceed MTCA cleanup levels. The MTCA cleanup levels for soil are established under WAC 173-340-740. The MTCA cleanup levels for groundwater are established under WAC 173-340-720. WAC 173-340-420 (2) requires that Ecology conduct a periodic review of a site every five years under the following conditions:

- (a) Whenever the department conducts a cleanup action
- (b) Whenever the department approves a cleanup action under an order, agreed order or consent decree
- (c) Or, as resources permit, whenever the department issues a no further action opinion;
- (d) and one of the following conditions exists:
 - 1. Institutional controls or financial assurance are required as part of the cleanup
 - 2. Where the cleanup level is based on a practical quantitation limit
 - 3. Where, in the department's judgment, modifications to the default equations or assumptions using site-specific information would significantly increase the concentration of hazardous substances remaining at the site after cleanup or the uncertainty in the ecological evaluation or the reliability of the cleanup action is such that additional review is necessary to assure long-term protection of human health and the environment.

When evaluating whether human health and the environment are being protected, the factors the department shall consider include [WAC 173-340-420(4)]:

- (a) The effectiveness of ongoing or completed cleanup actions, including the effectiveness of engineered controls and institutional controls in limiting exposure to hazardous substances remaining at the site;
- (b) New scientific information for individual hazardous substances or mixtures present at the site;
- (c) New applicable state and federal laws for hazardous substances present at the Site;
- (d) Current and projected site use;
- (e) Availability and practicability of higher preference technologies; and
- (f) The availability of improved analytical techniques to evaluate compliance with cleanup levels.

The Department shall publish a notice of all periodic reviews in the Site Register and provide an opportunity for public comment.

2.0 SUMMARY OF SITE CONDITIONS

2.1 Site Description and History

The Site occupies the southeast quarter of the city block bounded by Union and University Streets, and Fifth and Sixth Avenues. The property was purchased by Mr. Hedreen in 1968; Union 76 occupied the property for years prior to the purchase. Union 76 and Mr. Hedreen began construction of the Hilton Hotel around 1970, at which time two underground storage tanks (USTs) were installed along the eastern property line of the parking structure beneath the hotel. No other fuel tanks are known to be present beneath the property. One of the gasoline tanks reportedly developed a leak after about two years of service, and it was repaired or replaced. The two tanks were later closed in place in late 1985 or early 1986 by filling with cement slurry. The tanks are located beneath the floor of the “B” parking level of the underground garage. Gasoline fumes were encountered in the early 1990s during the excavation to extend the elevator shaft (located north of the tanks) to the depth of the pedestrian concourse. The pedestrian concourse, leading to Rainier Tower, is located north of the tanks. The floor of the concourse is about 20 feet below the floor of the “B” level.

The Site is situated on the Seattle Drift Plain, a gently rolling, elevated plain which formed approximately 13,500 years ago during the last period of continental glaciation. Geologic maps for the Site vicinity suggest that much of the material underlying the Site has been modified extensively by excavation, filling, or construction. The Site is situated on a west-facing slope approximately 100 feet above mean sea level.

2.2 Site Investigations and Sample Results

An arbitrary Site datum was established with the sidewalk on 6th Avenue at MW-5 at 108 feet in elevation. The Site below the basement and sidewalk on 6th Avenue is underlain by fill and then layers of silty sand, clayey silt, and silty sand. Below the fill, the soil is generally dense and hard, having been glacially overridden. The fill thickness varies beneath the site, and the thickest encountered was at MW-3 and at the USTs. The fill layer is underlain by a silty sand/sandy silt layer that ranges from 1 foot to 12 feet thick. The gasoline USTs are resting in this layer at approximately elevation 80 feet, based on the arbitrary site datum. The garage floor on top of the tanks is at approximately 94 feet. Beneath the basement, this layer is underlain by a hard, silty clay/clayey silt layer that is 3 to 15 feet thick. The clay/silt layer was absent within the depth of MW-5, and it is unknown if it is continuous beneath the UST area. The elevation of the top of the clay/silt layer is approximately 82 feet, and the bottom of the clay/silt layer is at approximately 77 feet, based on the arbitrary site datum. The clay/silt layer is underlain by a very dense, silty, fine sand layer that was present to the bottoms of the borings drilled (elevation 46 feet); therefore, the thickness of this silty sand layer exceeds 25 feet. The soils beneath the MW-5 area consisted of interbedded silty sand and silt.

Groundwater is present beneath the site in the lower silty sand layer, beneath the clay/silt layer. Groundwater flows to the west with a gradient of 0.026 feet/foot. Elevations of the monitoring

wells were determined by surveying using an arbitrary site datum. Based on the elevations, MW-2 is crossgradient from the USTs, MW-5 is upgradient, and MW-3 and MW-4 are downgradient. Based on plan review and depth to groundwater measurements, it appears that the bottom of the pedestrian concourse is just above the top of the groundwater table. Groundwater contours indicate that the concourse does not appear to be serving as a conduit. However, if the water table rises, backfill under the floor of the pedestrian concourse may act as a conduit for groundwater flow. The top of the pedestrian concourse is approximately 8.5 feet below Level "B" of the parking garage (elevation 86.5 feet, based on the arbitrary datum); the floor of the concourse is approximately 20 feet below (elevation 74.9 feet).

Gasoline vapors were encountered in the early 1990s during the excavation to extend the elevator shaft (located north of the USTs) to the depth of the pedestrian concourse. To address this contamination, Environmental Associates, Inc., advanced a boring (B-1) adjacent to the two abandoned in-place gasoline USTs in November 1994, confirming that a release had occurred to the subsurface. Soil samples were submitted for laboratory analysis; gasoline-range petroleum hydrocarbons and associated constituents were detected in the samples exceeding Washington Model Toxics Control Act (MTCA) Method A cleanup levels. Groundwater was not encountered in the boring; however, a water sample from a sump located adjacent to the elevator contained elevated concentrations of gasoline constituents (benzene and xylenes). Shannon & Wilson performed an investigation in 1997 to estimate groundwater flow direction and evaluate lateral and vertical extent of contamination relating to the two USTs. Four borings were advanced beneath the garage; three of the borings (all downgradient with respect to groundwater flow direction) were completed as monitoring wells (MW-2, MW-3 and MW-4). One boring was advanced in the sidewalk, outside of the garage, and upgradient of the tanks. This boring was also completed as a monitoring well (MW-5). Boring SB-1 was not completed as a well.

Almost all total petroleum hydrocarbons in the gasoline range (TPH-G) and gasoline aromatics benzene, toluene, ethylbenzene, and xylenes (BTEX) concentrations in soil were well below the MTCA Method A cleanup levels and most were non-detect. Lead was not detected in any of the samples. Elevated petroleum was detected in the samples collected from MW-5. Gasoline-range petroleum hydrocarbons were detected at 220 milligrams per kilogram (mg/kg), above the MTCA Method A cleanup level of 100 mg/kg. In a deeper sample from MW-5, benzene was detected at 0.5 mg/kg, at the MTCA Method A cleanup level.

Soil and groundwater analyses determined that elevated levels of benzene are present in the groundwater beneath the Site. Shannon & Wilson borings did not detect soil contamination on Site; however, the upgradient boring had elevated levels of gasoline-range petroleum hydrocarbons and benzene. Additionally, over a foot of floating product was observed in the upgradient location (MW-5). Groundwater flow direction based on a survey of the monitoring wells and sump adjacent to concourse elevator is to the west.

While contaminant concentrations were very low in soil, contaminant concentrations in groundwater were elevated. Gasoline range petroleum hydrocarbons and associated constituents were detected at concentrations exceeding the MTCA Method A cleanup levels. TPH-G, BTEX, and total lead concentration in MW-2 (located crossgradient from the tanks) were all above the

MTCA Method A cleanup levels. The groundwater sample from MW-3 contained benzene concentrations above the cleanup level of 5 milligrams per liter (mg/L) and total lead concentrations above the cleanup level. Contaminant concentrations were not detected in the groundwater sample collected from MW-4.

A product sample was collected from MW-5 and analyzed for fingerprinting, total lead, and methyl tertiary butyl ether (MTBE). The fingerprinting analysis was to determine the type of product and its approximate age. Analysis of MTBE was to determine if the fuel is oxygenated, which also would suggest the approximate age of the fuel. The thickness of the product in the well was approximately 1.22 feet. Based on the analyses, the product is a gasoline-range petroleum hydrocarbon. Lead was detected at concentrations exceeding the soil and groundwater cleanup level for lead, indicating that the fuel is not a “new” fuel. Additionally, MTBE was not detected, indicating that the fuel is not oxygenated and that the fuel did not originate from a recent release. Fingerprinting analyses also indicated that the fuel has exaggerated lighter ends, suggesting an old gasoline release or an aviation fuel.

The following facts result from the investigations:

- Gasoline-range petroleum hydrocarbon and benzene concentrations in soil were and likely are present, exceeding the MTCA Method A cleanup levels at the MW-5 location and around the USTs near the B-1 location.
- Gasoline-range petroleum hydrocarbons and BTEX were and likely are present in the groundwater at MW-2 and MW-3 at concentrations exceeding MTCA Method A cleanup levels.
- Based on the hydrocarbons encountered during drilling, hydrocarbons and odors may be present beneath the garage floor and sidewalk. Anyone doing work beneath the basement floor or sidewalk in the future should take note of these potential conditions and take appropriate actions.
- Contamination was not present at the downgradient MW-4 location.
- Approximately 1.2 feet of free product was and could still be present in MW-5 on the water table. Based on analytical results, the product is most likely an older, leaded gasoline range fuel.
- Gasoline and BTEX concentrations were higher in MW-2 than in MW-3. This could reflect the direct downgradient position of MW-2 relative to MW-5, but the MW-2 location is closer to the UST location than MW-3.

2.3 Cleanup Actions

No active cleanup action was recommended by the consultant, and at the time Ecology agreed to the remedy if a restrictive covenant was placed on the property. The premise for the remedy was that an off-Site source of gasoline contamination was causing the contamination seen in the groundwater, and it was not co-mingling with on-Site soil contamination. However, this Periodic Review has not found sufficient evidence that there is an off-Site source. It appears possible that the free product seen in MW-5 is from the on-Site USTs. The upgradient location on the surface of MW-5 does not rule out subsurface gasoline migration in that direction, as

groundwater depth and discontinuous layers of denser soil may have allowed pooling of product towards a more receptive soil type.

- Migration to groundwater could be retarded by a hard silt/clay layer, but this layer did not appear when installing MW-5, and SB-1 did not go deep enough to determine if it exists continuously under the USTs. The USTs are bedded in sandy fill that could only partially overlie the hard silt/clay layer. The native soil adjacent to the UST area is sand. Soil samples were collected and analyzed from above and below the silt/clay layer. A sample from above the silt/clay layer at B-1 (drilled in 1994) did have gasoline contamination at 2,000 mg/kg. At MW-2 and MW-3 (drilled in 1998), samples from immediately above (and below) the silt/clay layer did not contain measurable concentrations of gasoline. The lack of soil contamination (and the lack of water) on top of the silt/clay layer indicates that contamination is not migrating along the layer in the direction of MW-2 and MW-3, but says nothing about the direction of MW-5.
- There is essentially no recharge through the residual contaminated soil area which underlies the lower level of a parking garage. Groundwater beneath the site is recharged laterally from a capture area uphill from the downtown area. No vertical recharge occurs on or adjacent to the site. The lower level floor is concrete. The entire site is covered with the multi-story Hilton Hotel. The hotel shares common walls with adjacent buildings, and the streets and sidewalks are paved. Essentially, no infiltration of groundwater occurs. If any water drains from cars parked in the garage, it is collected in storm drains. Rain on streets and sidewalks outside the building is collected in city storm drains under the streets. No soil is exposed that would allow direct infiltration.
- Groundwater does not flow through the UST area. No water was observed above the silt/clay layer during either of the subsurface investigations (1994, 1998). It should be noted that the 1998 boring near the USTs (SB-1) was only completed to 10 feet below the garage floor (bgf). The UST bottoms are said to be 14 feet bgf. Groundwater is present at 3 to 7 feet below the silt/clay layer.

Air monitoring was conducted in the garage and no vapors were detected. No historical complaints have been made regarding petroleum vapors during normal operation of the garage, and plans indicate that the lower levels of the garage are vented. Therefore, given current site conditions, it was concluded that vapors do not pose a risk to human health. This is likely still true. However, vapors are present within the subsurface based on headspace readings in the monitoring wells. Therefore anyone doing work beneath the basement floor or sidewalk should take note of these potential conditions and take appropriate actions.

The approximate volume of soil removed during tank replacement, during construction of the pedestrian concourse, and when the nearby elevator was deepened to the level of the concourse was examined to evaluate the nature and extent of residual contamination. Residual soil contamination is present beneath the site. Approximately 1,300 cubic yards of soil was removed during the various work in the garage over the years previous to the 1998 analysis. Investigation data indicated that soil contamination did not extend downgradient to MW-2 or MW-3, therefore, it was concluded that a limited amount of residual soil contamination is present in the immediate area of the tanks.

Subsurface evidence is inconclusive that residual soil contamination from the USTs is not contributing to groundwater contamination because it is not certain that the hard silt/clay layer completely retards migration.

2.4 Cleanup Levels

A Conceptual Site Model developed by the consultant indicates that there are no complete exposure pathways to humans at the Hilton Parking Garage Site, therefore, no risk to human health exists. Risk-based cleanup criteria cannot be calculated according to the consultant. MTCA Method A Cleanup Standards were used for comparison and to set a conditional point of compliance for the soil. There appears to be a possible soil-to-groundwater pathway. It also appears possible that this release has caused off-property groundwater contamination; if so, groundwater contamination could have no acceptable point of compliance.

2.5 Restrictive Covenant

Based on the Site use, surface cover and cleanup levels, it was determined that the Site was eligible for a 'No Further Action' determination if a Restrictive Covenant was recorded for the property. A Restrictive Covenant was recorded for the Site in 1998 which imposed the following limitations:

Section 1

- A. The Property shall be used only for traditional commercial uses as allowed under Seattle Municipal Code and defined in the Land Use and Zoning Code of the City of Seattle, Washington pursuant to the authority found at RCW Chapter 35.21 as of the date of this Restrictive Covenant.
- B. No groundwater may be taken for any use from the Property without meeting all relevant substantive requirements applicable to the State and County laws.
- C. A portion of the Property contains remnant concentrations of TPH-G present beneath the building foundation's east corner of the site and south of the elevation shaft area. A layer of clay and silt material about 3 to 6 feet thick is between this remnant TPH-G material and the groundwater table beneath the site. The groundwater table contains floating free product that appears to be from off site or upgradient location. The 3 to 6 feet thick clay material acts as a buffer preventing commingling of the residual TPH-G in the soil and the off site free product on the water table flowing through the site. The Owner shall not alter, modify, or remove the existing structure[s] in any manner that may result in the release or exposure to the environment of that contaminated soil, groundwater, vapors or create new exposure pathway without prior written approval from Ecology.
- D. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil, groundwater, or vapors that was contained as part of the Remedial Action or create a new exposure pathway is prohibited. Some examples of activities that are prohibited in the capped areas include drilling, digging, placement of any objects, or use of any equipment which deforms or stresses the surface beyond its

load bearing capability, piercing the surface with a rod, spike, or similar item, bulldozing, or earthwork.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action or create a new exposure pathway is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action, to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

The Restrictive Covenant is available as Appendix 6.4.

It should be noted that in Section 1 C above the claim is made for an off-Site source for the MW-5 contamination; this has not been proven yet to the satisfaction of this Periodic Review.

3.0 PERIODIC REVIEW

3.1 Effectiveness of completed cleanup actions

The Restrictive Covenant for the Site was recorded and is in place. This Restrictive Covenant prohibits activities that will result in the release of contaminants at the Site without Ecology's approval, and prohibits any use of the property that is inconsistent with the Covenant. This Restrictive Covenant serves to ensure the long term integrity of the remedy.

Based upon the site visit conducted on February 17, 2010, the garage floor and sidewalk cover (remedy) at the Site continue to eliminate exposure to contaminated soils by ingestion and contact. The cover appears in satisfactory condition and no repair, maintenance, or contingency actions have been required regarding the cover. The Site is still operating as a hotel parking garage. A photo log is available as Appendix 6.5.

Soils with TPH concentrations higher than MTCA cleanup levels are still present at the Site. However, the remedy (Site structures and cover) prevent human exposure to this contamination by ingestion and direct contact with soils. The Restrictive Covenant for the property will ensure that the soil contamination remaining is contained and controlled.

There remains the issue of the groundwater contamination, which may be coming from an off-Site source, although this has not been proven. It is possible that the source is from on-Site, which would mean that the cleanup action is not complete.

3.2 New scientific information for individual hazardous substances for mixtures present at the Site

There is no new scientific information for the contaminants related to the Site.

3.3 New applicable state and federal laws for hazardous substances present at the Site

The cleanup at the site was governed by Chapter 173-340 WAC (1996 ed.). WAC 173-340-702(12) (c) [2001 ed.] provides that,

“A release cleaned up under the cleanup levels determined in (a) or (b) of this subsection shall not be subject to further cleanup action due solely to subsequent amendments to the provision in this chapter on cleanup levels, unless the department determines, on a case-by-case basis, that the previous cleanup action is no longer sufficiently protective of human health and the environment.”

Although cleanup levels changed for petroleum hydrocarbon compounds as a result of modifications to MTCA in 2001, contamination remains at the site above the new MTCA

Method A and B cleanup levels. Even so, the cleanup action is still protective of human health. A table comparing MTCA cleanup levels from 1991 to 2001 is available below.

Analyte	1991 MTCA Method A Soil Cleanup Level (ppm)	2001 MTCA Method A Soil Cleanup Level (ppm)	1991 MTCA Method A Groundwater Cleanup level (ppb)	2001 MTCA Method A Groundwater Cleanup Level (ppb)
Cadmium	2	2	5	5
Lead	250	250	5	15
TPH	NL	NL	1000	NL
TPH-Gas	100	100/30	NL	1000/800
TPH- Diesel	200	2000	NL	500
TPH-Oil	200	2000	NL	500

NL = None listed

3.4 Current and projected site use

The site is currently used for commercial/residential purposes. There have been no changes in current or projected future site or resource uses.

3.5 Availability and practicability of higher preference technologies

The remedy implemented included containment of hazardous substances, and it continues to be protective of human health, but not the environment. While higher preference cleanup technologies may be available, they may not be practicable at this Site.

3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels

The analytical methods used at the time of the remedial action were capable of detection below selected site cleanup levels. The presence of improved analytical techniques would not affect decisions or recommendations made for the site.

4.0 CONCLUSIONS

The following conclusions have been made as a result of this periodic review:

- The cleanup actions completed at the Site appear to be protective of human health.
- Soils cleanup levels have not been met at the standard point of compliance for the Site. It is unknown if the cleanup action complies with cleanup standards since the soil-to-groundwater pathway has not been ruled out, and thus long-term integrity of the containment system is not ensured, and the requirements for containment technologies may not be met. The October 1998 'No Further Action' letter from Ecology could be rescinded.
- The Restrictive Covenant for the property is in place and continues to be effective in protecting public health from exposure to hazardous substances and protecting the integrity of the cleanup action.

Based on this periodic review, the Department of Ecology has determined that the requirements of the Restrictive Covenant continue to be met. Additional cleanup actions could be required of the property owner. It is the property owner's responsibility to continue to inspect the site to assure that the integrity of the surface cover is maintained.

4.1 Next Review

The next review for the site will be scheduled five years from the date of this periodic review. In the event that additional cleanup actions or institutional controls are required, the next periodic review will be scheduled five years from the completion of those activities.

5.0 REFERENCES

Soil and Groundwater Sampling and Testing, dated December 1, 1994, by Environmental Associates, Inc.;

Site Assessment Report, dated February 1998, by Shannon and Wilson, Inc.;

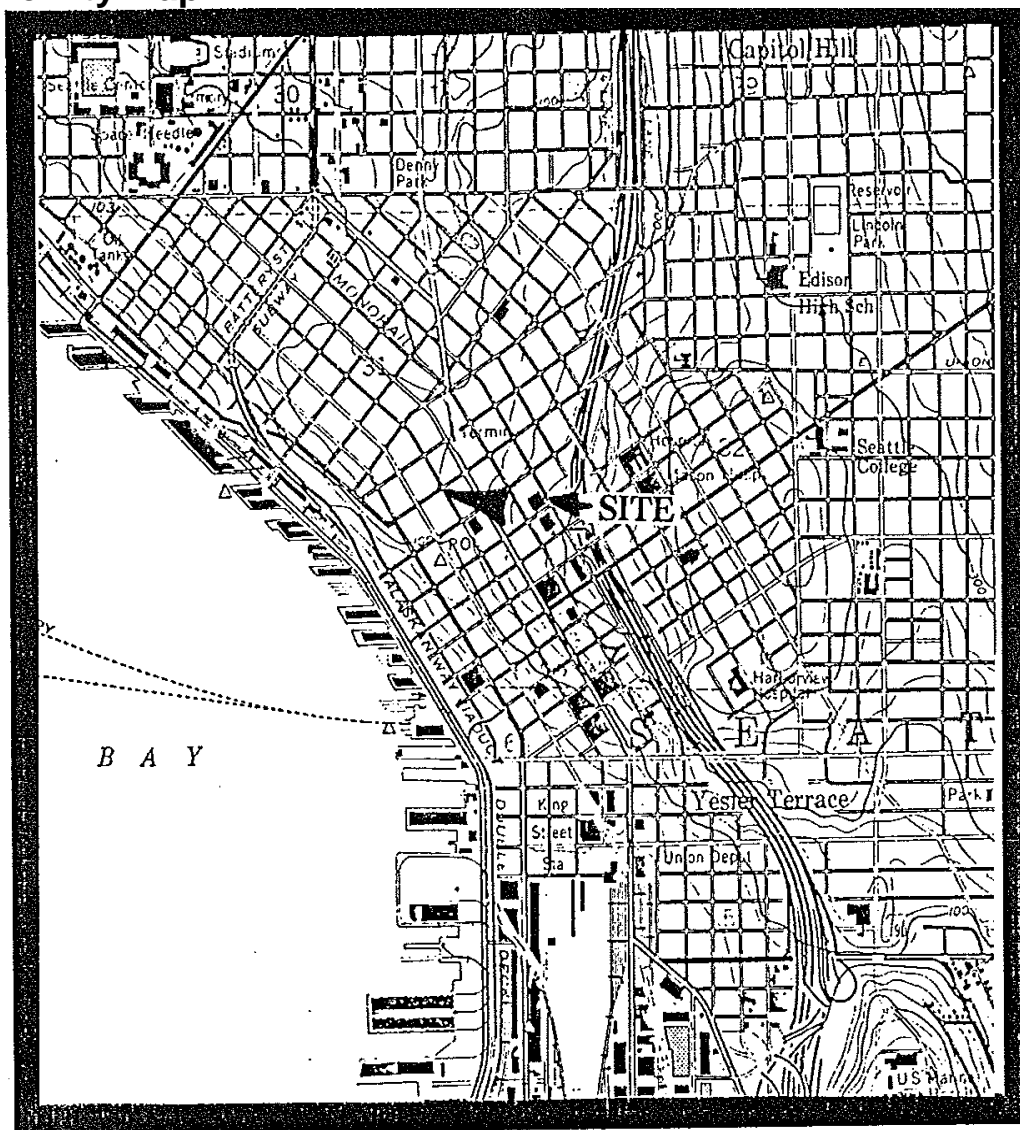
Closure Services Related to Hilton USTs, dated July 1998, by Shannon and Wilson, Inc.;

1998 Restrictive Covenant;

2010 Ecology Site Visit.

6.0 APPENDICES

6.1 Vicinity Map



Probable Direction of Shallow-Seated Groundwater Flow

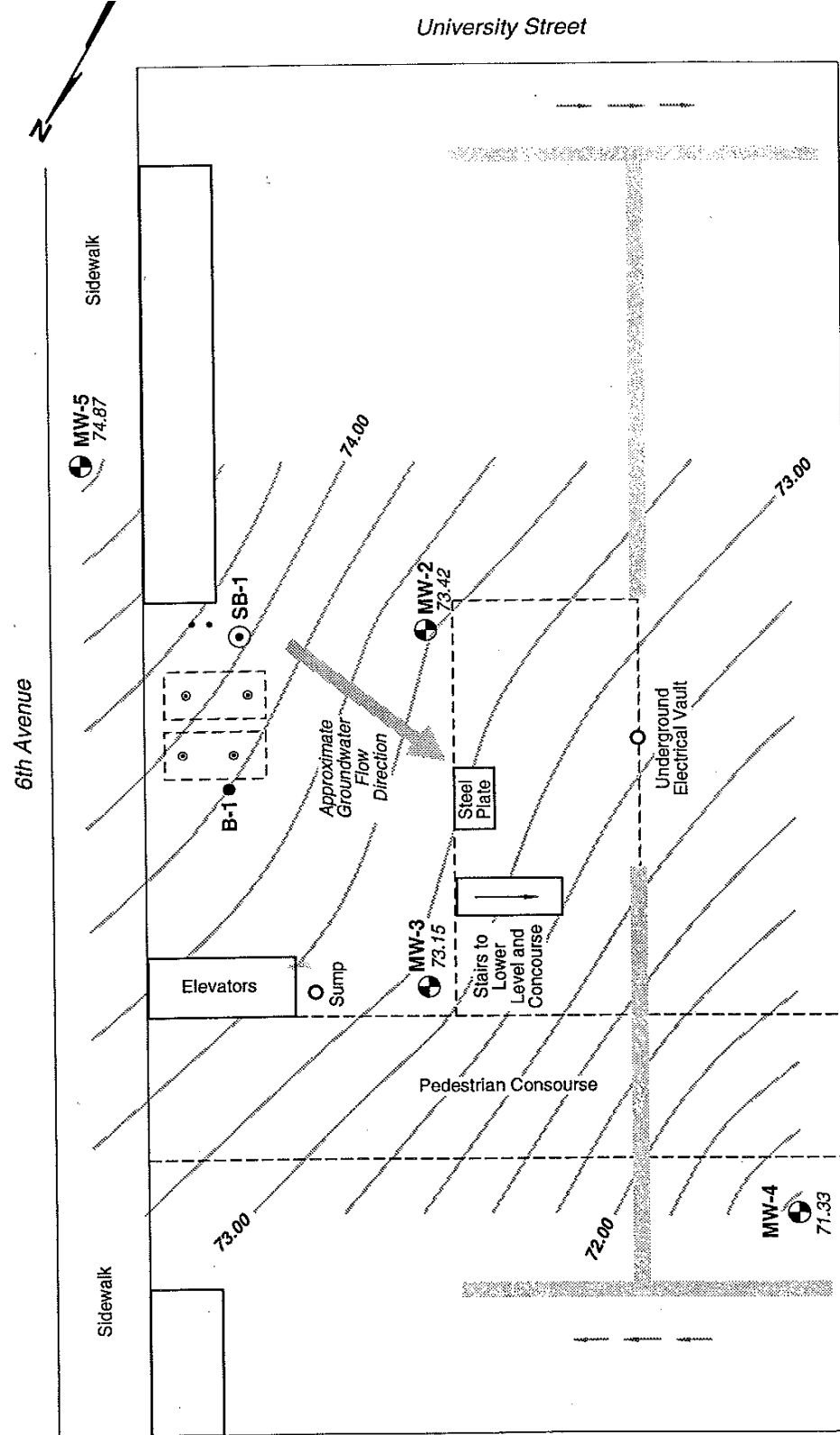


Site Location

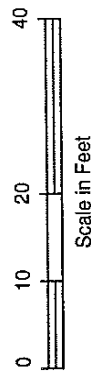
Scale 1" = 2000'



6.2 Site Plan



Seattle Hilton Hotel 6th Avenue and University Street Seattle, Washington		
SITE AND EXPLORATION PL/	January 1998	T-1772
SHANNON & WILSON, INC.		EIC



NOTE

Site plan is based on pacing, tape measure by Shannon & Wilson and should be considered approximate.

- LEGEND**
- MW-2** Monitoring Well Designation and Approximate Location
 - SB-1** Boring Designation and Approximate Location
 - B-1** Boring Designation and Approximate Location (by Environmental Associates, Inc., Nov. 1994)
 - 74.87** Groundwater Elevation in Feet (based on arbitrary datum)

6.3 TPH-Dx Concentration Map

not available

6.4 Environmental Covenant

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1. RESTRICTIVE COVENANT
2.
3.
4.

Reference Number(s) of Documents assigned or released:
(on page _____ of document(s))

Grantor(s) (Last name first, then first name and initials)
1. RICHARD C HEDREEN
2. ELIZABETH A HEDREEN
3.
4.
5. Additional names on page _____ of document.

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2.
3.
4.
5. Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
LOTS 4,5,6 BLK 16 A.A.DENNYS 3RD ADD
Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number
197570-0040
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RESTRICTIVE COVENANT

Richard C. Hedreen and Elizabeth A. Hedreen

Seattle Hilton Hotel Parking Garage

Sixth Avenue & University Street, Seattle, WA. 98101.

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Richard C. Hedreen and Elizabeth A. Hedreen, husband and wife (hereafter "Hedreen"), its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following document [s]:

1. Site Assessment Report, Seattle Hilton Hotel, Seattle, Washington, By Shannon & Wilson, Inc. Project T-1772-01, February 1998.
2. Closure Services Related to Hilton UST's, Seattle, Washington, By Shannon & Wilson, Inc. Project T-1772-03, July 1998.

THESE documents are on file at Ecology's NWRO.

This Restrictive Covenant is required because;

- 1). The Remedial Action resulted in remnant concentrations of TPH-G, present beneath the building foundations east corner of the site and south of the elevation shaft area as shown in Fig. 1 and;
- 2). This remnant and inaccessible contaminated soil is estimated to be about 300 cubic yards in volume.

Hedreen is the fee owner of real property (hereafter "Property") situate in Seattle, in the County of King, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as follows;

LOTS 4, 5 AND 6, BLOCK 16, ADDITION TO THE TOWN OF SEATTLE,
AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S
THIRD ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE
PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 33,
RECORDS OF KING COUNTY, WASHINGTON.

Hedreen makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Restrictive Covenant
Seattle Hilton Hotel Parking Garage
Voluntary Cleanup Program

Section 1.

A. The Property shall be used only for traditional commercial uses, as allowed under Seattle Municipal Code and defined in: The Land Use and Zoning Code of The City of Seattle, Washington, pursuant to the authority found at RCW Chapter 35.21 as of the date of this Restrictive Covenant.

B. No groundwater may be taken for any use from the Property without meeting all relevant substantive requirements applicable to the State and County laws.

C. A portion of the Property contains remnant concentrations of TPH-G, present beneath the building foundations east corner of the site and south of the elevation shaft area. A layer of clay and silt material about 3 to 6 feet thick is between this remnant TPH-G material and the groundwater table beneath the site. The groundwater table contains floating free product that appears to be from off site or upgradient location. The 3 to 6 feet thick clay material acts as a buffer preventing commingling of the residual TPH-G in the soil and the off site free product on the water table flowing through the site. The Owner shall not alter, modify, or remove the existing structure[s] in any manner that may result in the release or exposure to the environment of that contaminated soil, groundwater, vapors or create a new exposure pathway without prior written approval from Ecology.

D. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil, groundwater, or vapors that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

Section 2.

Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty-(30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

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**Restrictive Covenant
Seattle Hilton Hotel Parking Garage
Voluntary Cleanup Program**

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

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10/09/98

Restrictive Covenant
Seattle Hilton Hotel Parking Garage
Voluntary Cleanup Program

Richard C Hedreen

Richard C. Hedreen

and

Elizabeth A Hedreen

Elizabeth A. Hedreen

October 9, 1998

[DATE SIGNED]

October 9, 1998

[DATE SIGNED]

STATE OF WASHINGTON)

) ss.

County of King)

I certify that I know or have satisfactory evidence that Richard C Hedreen and Elizabeth A. Hedreen are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and acknowledged it to be the free and voluntary act of such party for uses and purposes mentioned in the instrument.

DATED this 9th day of October, 1998.

[Signature]
Notary Public in and For the State of Washington,
residing at King County WA

Name (printed or typed): Dawn M. Eskenszky

My appointment expires: 7-27-01

10/09/98

6.5 Photo log

Photo 1: Entrance to Hilton Hotel Parking Garage – off of 6th from the southeast



Photo 2: Location of USTs one floor down from entrance - from the west

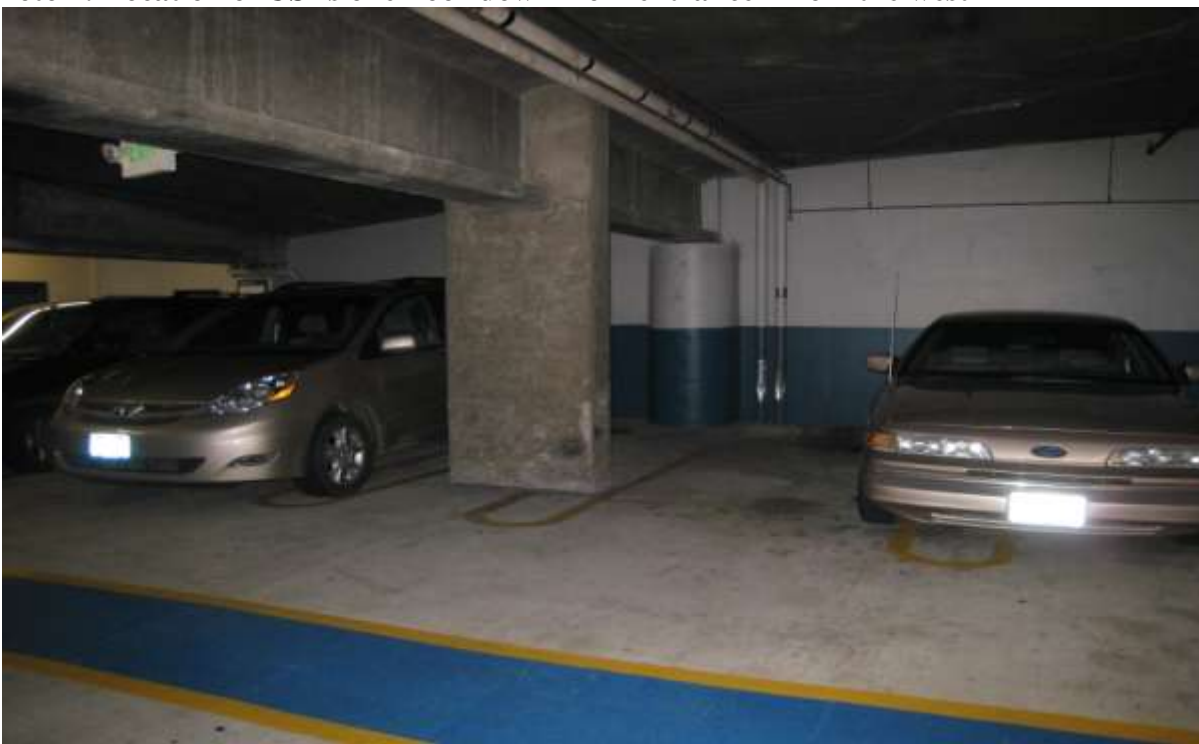


Photo 3: Monitoring Wells are still present – MW-2 and 3 near USTs, MW-4 a floor below



Photo 4: MW-5 is in the sidewalk – west of 6th, south of parking garage entrance

